City of San Diego

CONTRACTOR'S NAME:_____ ADDRESS; TELEPHONE NO.: 760-634-2822 Burtech Pipeline Incorporated 102 Second Street Encinitas, CA 92024 FAX NO.: 760-634-2415

CITY CONTACT: Juan E. Espindola. Contract Specialist. Email: JEEspindola@sandiego.gov Phone No. (619) 533-4491. Fax No. (619) 533-3633 B. Shakiba / A. Jaro / egz

BIDDING DOCUMENTS





FOR

AC WATER & SEWER GROUP 1025

BID NO.:	K-17-1537-DBB-3
SAP NO. (WBS/IO/CC);	B-15083, B-15082
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	3
PROJECT TYPE:	КВ, ЈА

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

> PHASED-FUNDING

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

- ▷ PREVAILING WAGE RATES: STATE ∑ FEDERAL ☐
- > APPRENTICESHIP

BID DUE DATE:

2:00 PM

APRIL 4, 2017

CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101



ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

3/6/2017 Seal



For City Engineer

Date

NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **AC Water & Sewer Group 1025.** For additional information refer to Attachment A.
- 2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$7,330,000.**
- 4. BID DUE DATE AND TIME ARE: APRIL 4, 2017 at 2:00 PM.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 6. LICENSE REQUIREMENT: The City has determined that the following licensing classifications are required for this contract: **A or C34**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	7.8%
2.	ELBE participation	14.5%
3.	Total mandatory participation	22.3%

- **7.2.** The Bid may be declared non-responsive if the Bidder fails the meet the following requirements:
 - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **7.2.2.** Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

8. PRE-BID MEETING:

8.1. Prospective Bidders are **encouraged** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date:MARCH 14, 2017Time:10:00 AMLocation:1010 Second Avenue, 14th Floor (Large Conference Room)San Diego, CA 92101

Attendance at the Pre-Bid Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

9. AWARD PROCESS:

- **9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- **9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- **9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- **9.4.** The low Bid will be determined by Base Bid plus all Alternates.
- **9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

10.1. The Director (or Designee) of Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

Public Works Contracts 1010 Second Avenue, 14th Floor San Diego, California, 92101 Attention: Juan Espindola

OR:

JEEspindola@sandiego.gov

- **10.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **10.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- **10.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
- **11. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

12. ADDITIVE/DEDUCTIVE ALTERNATES:

- **12.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- **12.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:**

1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award. Complete information and links to the online prequalification application are available at:

http://www.sandiego.gov/cip/bidopps/prequalification.shtml

- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **1.3.** Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u>[™].
- 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/index.shtml and are due by the date, and time shown on the cover of this solicitation.
 - **2.1. BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.
 - **2.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
 - **2.3.** The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- **2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME**. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- **2.6. RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
 - 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **2.8.** ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- **3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. Prior to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml.

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
- **8. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract. Refer to Attachment E.

9. INSURANCE REQUIREMENTS:

- **9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **10. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <u>http://www.greenbookspecs.org/</u>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards <u>https://www.sandiego.gov/publicworks/edocref/drawings</u>	2016	PWP1092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05

	Title	Edition	Document Number
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html		2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <u>http://www.dot.ca.gov/trafficops/camutcd/</u>		2014	PWPIO92816- 07
NOTE:*AvailableonlineunderEngineeringDocumentsandhttp://www.sandiego.gov/publicworks/edocref/index.shtm			

- **11. CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an</u> <u>addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 12. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **13. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. SUBCONTRACTOR INFORMATION:

14.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER.** The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The

DOLLAR VALUE of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

- **14.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME**, **LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- **14.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. AWARD:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **16.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

- **17. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- **19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

- **21.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- **21.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- **21.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- **21.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- **21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- **22.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- **22.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- **22.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- **22.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- **22.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- **22.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

- **23.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- **23.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

24. THE CONTRACT:

- **24.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **24.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **24.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **24.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

- **24.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **26.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - **26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **26.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - **26.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **26.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- **27.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive.**
- **27.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

EXECUTED IN TRIPLICATE BOND NO. 2256209 PREMIUM: \$43,211.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Burtech Pipeline Incorporated, a corporation, as principal, andNORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to dobusiness in the State of California, as Surety, hereby obligate themselves, their successors and assigns,jointly and severally, to The City of San Diego a municipal corporation in the sum ofSeven Million Two Hundred Ninety Seven Thousand One Hundred Thirty Eight Dollars andThirty Five Cents (7.297.138.35)for the faithful performance of the annexed contract, and in the sumof Seven Million Two Hundred Ninety Seven Thousand One Hundred Thirty Eight Dollars andThirty Five Cents (7.297.138.35)for the benefit of laborers and materialmen designated below.

<u>Conditions:</u>

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated______MAY 5, 2017 Approved as to Form______BURTECH PIPELINE, INCORPORATED_____

Principal

DOMINIC J. BURTECH, JR., PRESIDENT

Printed Name of Person Signing for Principal

Mara W/ Elliott, City Attorney B١

Deputy Clty Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety

lale m. Basin Βv

MICHELLE M. BASUIL, Attorney-In-fact

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/550-4141

Local Telephone No. of Surety

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 2256209

Approved: By,

Albert P. Rechany Deputy Director Public Works Department

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }	r"
County of Say Riego }	
On <u>S/8/17</u> before me, <u>Arthu</u>	r P. Arquilla, Notary Public
personally appeared Dominic Gu	(Here Insert name and title of the officer)
who proved to me on the basis of satisfactory evid	
name(s))s/are subscribed to the within instrument	
betshe/they executed the same in his/her/their au	
(his/ber/their signature(s) on the instrument the per	rson(s), or the entity upon behalf of
which the person(s) acted, executed the instrume	nt.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signatur

ARTHUR P. ARQUILLA Commission No. 2051358 NOTARY PUBLIC. CALIFORNIA SAN DIEGO COUNTY Commission Expires January 7, 2018

(Notary Public Seal)

INSTRUCTIONS FOR COMPLETING THIS FORM OPTIONAL INFORMATION ADDITIÓNAL This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments DESCRIPTION OF THE ATTACHED DOCUMENT from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. (Title or description of attached document) State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which (Title or description of attached document continued) must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her Document Date Number of Pages commission followed by a comma and then your title (notary public). Frint the name(s) of document signer(s) who personally appear at the time of notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. CAPACITY CLAIMED BY THE SIGNER he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this □ Individual (s) information may lead to rejection of document recording. Corporate Officer The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. (Title) · Signature of the notary public must match the signature on file with the office of □ Partner(s) the county clerk. Attorney-in-Fact Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Trustee(s) \square Indicate title or type of attached document, number of pages and date. Other ____ \square Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). · Securely attach this document to the signed document with a staple. 2015 Version www.iNotaryClasses.com 800-873-9865

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Water and the second second

State of California County ofSAN DIEGO)
On5/5/2017	before me,	SANDRA FIGUEROA, NOTARY PUBLIC
Date		Here Insert Name and Title of the Officer
personally appeared		MICHELLE M. BASUIL
		Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(o) whose name(o) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ice), and that by his/her/their signature(o) on the instrument the person(o), or the entity upon behalf of which the person(o) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

COMM. # 2162642 SAN DIEGO COUNTY Some Jon Signature of Notary Public Signature OTARY PUBLIC-CALIFORNIAZ MY COMMISSION EXPIRES AUGUST 14, 2020

Place Notary Seal Above

SANDRA FIGUEROA

· OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of	Attached	Document	
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litle or Type of	Document:	Doci	iment Date:
Number of Page	s: Signer(s) Other Thar	n Named Above: _	·
	aimed by Signer(s) MICHELLE M. BASUIL	Signer's Name:	
Corporate Offic	cer — Title(s):	Corporate Of	fficer — Title(s):
🗆 Partner — 🗆 l	_imited	🗆 Partner — 🗆	Limited 🔲 General
🗆 Individual	🗵 Attorney in Fact	🗆 Individual	Attorney in Fact
🗆 Trustee	Guardián or Conservator	🗆 Trustee	Guardian or Conservator
□ Other:		Other:	
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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000,00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



tional Insurance Company

& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of ______ September , 2015 .

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois ss: County of Cook

On this 17th day of _____ September _____, 2015 , before me, a Notary Public personally appeared ______ Steven P. Anderson _____, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

of North American Specialty Insurance Company and Washington I, Jeffrey Goldberg , the duly elected Assistant Secretary International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5TH day of MAY

Michael /

, 20 17 .

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

ATTACHMENTS

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ATTACHMENT A

SCOPE OF WORK

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SCOPE OF WORK

- **1. SCOPE OF WORK:** Replace 19,800 LF (3.75 miles) of existing AC water mains and 836 LF (0.16 miles) of existing sewer mains; including associated water services, fire hydrants, sewer laterals, sewer manholes, curb ramps, traffic control, etc. This project is located in Council District 3, within the Greater North Park and Uptown community areas.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids, Plans numbered **39096-01-D** through **39096-02-D** and **39096-T1-D** through **39096-T13-D**, **Appendix E**, and Exhibits in **Appendices K and L (for references only)**, inclusive.
- 2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$7,330,000**.

3. LOCATION OF WORK: The location of the Work is as follows:

AC Water and Sewer Group 1025 is Located in Council District 3, within the Greater North Park and Uptown community area. See **Appendix E** for Location Map.

- **4. CONTRACT TIME:** The Contract Time for completion of the Work shall be **382 Working Days**.
 - **4.1. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) may render the Bid as **non-responsive** and ineligible for award.
 - **4.2.** The City has determined that the following licensing classifications are required for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34

4.3. The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.

ATTACHMENT B

PHASED FUNDING PROVISIONS

AC Water & Sewer Group 1025 Attachment B – Phased Funding Provisions (Rev. Nov. 2016)

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

- **1.1.** For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- **1.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.
- **1.3.** If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- **1.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- **1.5.** At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- **1.6.** Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
 - 1. Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - Revise the Pre-Award Schedule as requested by the City within the specified
 22 Working Days timeframe, or
 - 3. Execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

one:

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First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

BID NUMBER:	K-17-1537-DBB-3	
CONTRACT:	AC Water & Sewer Group 1025	· · · · · · · · · · · · · · · · · · ·
CONTRACTOR:	Burtech Pipeline Incorporated	

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	WATER ONLY: Mobilization, surveying, staking, preconstruction video documentation, water pollution control implementation, traffic control necessary for potholing, highlining, cut & plugs, installation of approximately 10,000 LF of 8" Water Main, water services, disinfection, testing and all other related appurtenances and misc. works.	NTP	12/30/2017	\$2,100,000.00 (Water)
2	Work to be completed in Phase 2 shall include all remaining Water and Sewer activities associated with this contract specifications including but not limited to installation of remaining 9,611 LF of 8" Water Mains, 190 LF of 12" Water Mains, 837 LF of 8" Sewer Mains, water services, sewer laterals, manholes, disinfection, testing and all other related appurtenances and miscellaneous works.	01/01/2018	NOC 8/30/2018	\$4,972,138.35 (Water) \$ 225,000.00 (Sewer)
			Total	\$7,297,138.35

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO By:

Name: BIJAN SHAKIBA

Project Manager

Department Name: Public Works - Engineering

Date:

-
-
-
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END OF PHASED FUNDING SCHEDULE AGREEMENT

ATTACHMENT C

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ATTACHMENT D

PREVAILING WAGES

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PREVAILING WAGES

- 1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - **1.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - **1.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - The wage rates determined by the DIR refer to expiration dates. If the 1.1.2. published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
 - **1.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

- **1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **1.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **1.5.** Working Hours. Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.
- **1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- **1.7.** Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- **1.8.** Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

- **1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.
 - **1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.
- **2-9.2 Survey Service.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the survey services for the Project.
 - 2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

- 3. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.
- 4. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
- 5. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.

2-9.2.1 Survey Files.

- 1. All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
- 2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
- 3. The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.
- 4. Survey files shall include, but shall not be limited to, the following items:
 - a. Street center line and (record width) right-of-way lines.
 - b. Project geometry (.alg) files (this will be generated for use in InRoads).
 - c. 3D surface model (.dtm, break line and spot elevation) file.
 - d. Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
 - e. Monuments.
 - f. Curb lines (top curb and gutter).
 - g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
- 5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

2-9.2.2 Submittal.

 Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Redline Drawings to the following website:

ftp://ftp.sannet.gov/IN/SURVEYS/

- 2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov.
- 3. All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

2-9.2.3 Payment.

1. The payment for survey services Work shall be included in the lump sum Bid item for "Survey Services".

2-14.3 Coordination. To the "WHITEBOOK", ADD the following:

- 2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Greater North Park and Uptown Community. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Howard Ave UUD (Park Bl-l-805), Jie Xiao, 619-533-5496
 - b) Upas Street Pipeline Replacement Project, Alice Altes, 619-533-4105
 - c) University Pipeline Replacement, Mike Bajoua, 619-533-4628
- **2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the"WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
- 2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
- 3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
- 4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
- 5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

- 1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
- 2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

- 1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

- 1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
- 2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
- 3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

- 1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

- 1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
- 2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
- 4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

- **3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
 - 2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
 - 3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
 - 4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
 - 5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.
- **3-5.3** Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

- **4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
 - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6 Trade Names or Equals.** To the "WHITEBOOK", ADD the following:
 - 11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

http://www.sandiego.gov/publicworks/edocref/index.shtml

SECTION 5 – UTILITIES

5-2	PROTECTION.	To the "WHITEBOOK", item 2, ADD the following:	
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g) Refer to **Appendix K** for more information on the protection of AMI devices.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- 6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:
 - 3. Do not Work in the areas where there is currently a AC overlay moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) **Georgia St.** from Robinson Ave. to Cypress Ave. from 8/17/2012 to 08/17/2017.
 - b) **Georgia Ct**. from Georgia St. to FlorIda Street from 10/28/2014 to 10/28/2019.
 - c) **Monroe Ave.** from Maryland St. to Cleveland Ave. from 9/3/2015 to 9/3/2020.

ADD:

6-3.2.1.1 Environmental Document.

- 1. The City of San Diego Development Services Department has prepared a **Notice of Exemption (NOE)** for **AC Water & Sewer Group 1025,** as referenced in the Contract Appendix. You shall comply with all requirements of the **NOE** as set forth in **Appendix A**.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.
- **6-7.1 General.** To the "WHITEBOOK", item 3, ADD the following:
 - d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
- **6-8.3 Warranty.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
- 4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

- 2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense shall be outside the limits of the policy.

7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.

- 3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
- 6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured"

claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

- 5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- **7-3.4 Evidence of Insurance.** Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.
- 7-3.5 Policy Endorsements.
- 7-3.5.1 Commercial General Liability Insurance.
- 7-3.5.1.1 Additional Insured.
 - 1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
 - 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

- 3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

- 1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

- **7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- **7-3.8** Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

- 1. In accordance with the provisions of \$3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
- 2. Limits for this insurance shall be not less than the following:

Workers' Compensation	Statutory Employers Liability
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

- 3. By signing and returning the Contract you certify that you are aware of the provisions of \$3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by \$1861 of the California Labor Code.
- **7-4.1. Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

- **7-8.6** Water Pollution Control. To the "WHITEBOOK", ADD the following:
 - 6. Based on a preliminary assessment by the City, this Contract is subject to WPCP.
- **7-20 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:
 - 2. Virtual Project Manager shall be used on this Contract.
- **7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.
- **7-22.17** Monitoring of Potentially Petroleum Contaminated Soil. To the "WHITEBOOK", ADD the following:
 - 1. Based on preliminary assessment, it is not expected to have petroleum contaminated soil. The location below is close to one of the potential areas:
 - a) Alabama St. Across 2040 El Cajon Blvd.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

- **9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:
 - 5. This Contract **is not** subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

- **203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the "WHITEBOOK", ADD the following:
 - 1. RPMS shall be used on this Contract.

SECTION 209 – PRESSURE PIPE

209 PRESSURE PIPE. To the "WHITEBOOK", ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

Zone	Zone Limits	Maximum Size	Backfill Requirements in Addition to 217-2.1
		(greatest dimension)	
Street or Surface Zone	From ground surface to 12"	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork	(300 mm) below pavement subgrade or ground surface	Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

TABLE 217-2.2

SECTION 302 - ROADWAY SURFACING

- **302-4.12.2.1 General.** To the "WHITEBOOK", ADD the following:
 - 3. When Type I or Type II slurry is to be applied over Type II or Type III slurry, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer, shall be executed prior to the application of the surface material.
- **302-4.12.4 Measurement and Payment.** To the "WHITEBOOK", item 2, Bid Description Table, ADD the following:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I Over Type II and Striping	SF

302-7.4 Payment. To the "WHITEBOOK", item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-5 PAYMENT. To the "WHITEBOOK", REVISE section "**304-5**" to "**304-6**".

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 General. To the "GREENBOOK", ADD the following:

Build the Project in accordance with the water high-lining phasing shown on the Exhibits and in phases as follows:

- 1. Phases are called out on Sheet 30 & 31-D of AC Water Group 1025 Exhibits. See **Appendix L**.
- **306-7.8.2.1** General. To the "WHITEBOOK", item 2, ADD the following:
 - a) Specified test pressure for Class 305 pipe shall be 200 psi.
- **306-15.2 Shoring and Bracing.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Bid item for "Trench Shoring" shall include full compensation for furnishing, installing, maintaining, and removing all sheeting, shoring, or

bracing for any conditions encountered that require shoring including the preparation of engineered Shoring Plans in accordance with 7-10.4.2.2, "Shoring Plan". No additional payment shall be made.

SECTION 700 - MATERIALS

- **700-9.1 Pedestrian Barricade.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
 - 2. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, "Curb Ramp Barricade".
 - 3. Assembly shall be commercial quality galvanized material.

SECTION 701 – CONSTRUCTION

- **701-2 PAYMENT.** To the "WHITEBOOK", ADD the following:
 - 19. The payment for Pedestrian Barricades shall be included in the Bid item for each "Pedestrian Barricade".
 - 20. The payment for Curb Ramp Barricades shall be included in the Bid item for each "Curb Ramp Barricade".

SECTION 900 – MATERIALS

- **900-1.2 Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The Payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item "Furnished Materials for Contractor High-line Work".

SECTION 901 – INSTALLATION AND CONNECTION

- **901-2.5 Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

NOTICE OF EXEMPTION

.

(Check one or both)

- TO: <u>X</u> Recorder/County Clerk P.O. Box 1750, MS A-33 1600 Pacific Hwy, Room 260 San Diego, CA 92101-2400
 - Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
- FROM: City of San Diego Development Services Department 1222 First Avenue, MS 501 San Diego, CA 92101

Project No.: B-15082.02.06, B-15083.02.06

Project Title: AC Water & Sewer Group 1025

Project Location-Specific: Within the public right-of-way along Arch Street, New Jersey Street, Maryland Street, Cleveland Avenue, Monroe Avenue, Meade Avenue, Georgia Street, Alabama Street, Louisiana Street, Mission Cliff Drive, Robinson Avenue, the alleys west and east of Georgia Street, Florida Avenue, Florida Court, Georgia Court, Cypress Avenue, and Myrtle Avenue, in the Greater North Park and Uptown Community Plan Areas (Council District 3).

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: Replacement-in-place of approximately 19,195 linear feet of existing 6- and 8-inch diameter water mains with new 8-inch water mains; replacement-in-place of approximately 306 linear feet of 6-inch diameter sewer mains, with new 8-inch sewer mains; and installation of 530 linear feet of new 8-inch diameter sewer mains. The sewer pipeline work will require excavation up to 13 feet in depth, and the water pipeline replacement will require excavation of up to 6 feet in depth. Appurtenances will include repair and replacement of water services and sewer laterals, rehabilitation of sewer manholes, new ADA curb ramps, street resurfacing, and striping. Work along Cypress Avenue and Myrtle Avenue will occur in both paved public right-of-way, and in paper street public right-of-way. The work in these paper streets will require the removal of ornamental vegetation, which will likely include the removal of trees that are currently on top of the pipeline alignment. Any existing vegetation that needs to be cleared in these locations will be replaced by plant species that are appropriate for use above a buried water pipeline.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego Public Works Department

Contact: Bijan Shakiba. 525 B Street, Sulte 750 (MS 908A) San Diego, CA 92101 (619) 533-5191

Exempt Status: (CHECK ONE)

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemptions: 15301(b) [Existing Facilities], 15302(c) [Replacement or Reconstruction], 15303(d) [New Construction].

Reasons why project is exempt: The City of San Diego conducted an environmental review and has determined the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301(b), which allows for maintenance, repair and minor alteration of existing public utilities involving negligible or no Revised 010410mjh

expansion of use beyond that existing at the time of the lead agency's determination (i.e. repair of existing water services and sewer laterals, and rehabilitation of sewer manholes); 15302(c), which allows for the replacement or reconstruction of existing structures where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose (i.e. pipeline replacement);15303(d), which allows for minor public alterations in condition of land (i.e. trenching and backfilling where the surface is restored); and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Natalie de Freitas

Telephone: (619) 533-4603

If filed by applicant

- 1. Attach certified document of exemption finding
- Has a notice of exemption been filed by the public agency approving the project?
 () Yes
 () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Carrie Purcell/Principal Planner

Check One: (X) Signed By Lead Agency

Date Received for Filing with County Clerk or OPR:

() Signed by Applicant

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	PAGE 1 OF 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

1. <u>PURPOSE</u>

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. <u>AUTHORITY</u>

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **<u>DEFINITIONS</u>**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 20F 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **<u>POLICY</u>**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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- 2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
- 3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
- 4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
- 5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
- 6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
- 7. All private fire hydrant meters shall have backflow devices attached when installed.
- 8. The customer must maintain and repair their own private meters and private backflows.
- 9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
- 10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 ¹/₂ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

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- 2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters .

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. <u>EXCEPTIONS</u>

5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. MOBILE METER

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) Vehicle Mounted Meters: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. <u>FEE AND DEPOSIT SCHEDULES</u>

7.1 Fees and Deposit Schedules: The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Larry Gardner Water Department Director

- Tabs:1.Fire Hydrant Meter Application
 - 2. Construction & Maintenance Related Activities With No Return To Sewer
 - 3. Notice of Discontinuation of Service

APPENDIX

Administering Division:	Customer Support Division	
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter	
Distribution:	DI Manual Holders	

Applicatio	on for Fire (EX	HIBIT A)			
PUBLIC UTILITIES Hydrant N	Vieter	NS REQ	(For Office Use Only)		
No.		DATE	BY		
METER	SHOP (619) 527-7449				
Meter Information		Application Date	Requested Inst	all Date:	
Fire Hydrant Location: (Attach Detailed Map//Thoma	s Bros. Map Location or Cons	truction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B.</u> (CITY USE)	
Specific Use of Water:			,	· }	
Any Return to Sewer or Storm Drain, if so, explain:		1999-999-999-9-9-999-999-999-999-999-99		*****	
Estimated Duration of Meter Use:			Check Box If Re	claimed Water	
Company Information					
Company Name:		•			
Mailing Address:					
City:	State:	Zip:	Phone: ()	1	
*Business license#	*Con	tractor license#			
A Copy of the Contractor's license OR Bu	isiness License is requ	ired at the time o	of meter issuance.		
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()	~	
Site Contact Name and Title:			Phone: ()		
Responsible Party Name:		Title:			
Cal ID#			Phone: ()		
Signature:	D	ate:		ų	
Guarantees Payment of all Charges Resulting from the use o	of this Meter. <u>Insures that emplo</u>	vees of this Organization	understand the proper use of	Fire Hydrant Meter	
	۴. ب				
Fire Hydrant Meter Removal	Request	Requested R	emoval Date:		
Provide Current Meter Location if Different from Abo			ференция и и и и и и и и и и и и и и и и и и		
	· · ·	, Title:			
Signature:			. Dat	e:	
Phone: ()	Pager:	()			
· · · · · · · · · · · · · · · · · · ·					
City Meter Private Met	er				
Contract Acct #:	Deposit Amoun	t: \$ 936.00	Fees Amount: \$62	.00	
Meter Serial #	· Meter Size:	05	Meter Make and Style	·· 6-7	
Backflow #	Backflow Size:		Backflow Make and Style:	· · · · · · · · · · · · · · · · · · ·	
Name:	Signature:		Date:		

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing Backfilling Combination Cleaners (Vactors) Compaction **Concrete Cutters Construction Trailers** Cross Connection Testing **Dust Control** Flushing Water Mains Hydro Blasting Hydro Seeing Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter #______, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego Water Department Attention: Meter Services 2797 Caminito Chollas San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)_____-

Sincerely,

Water Department

APPENDIX C

. . . .

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE
Materials Typically Accepted by Certificate of Compliance

- 1. Soil amendment
- 2. Fiber mulch
- 3. PVC or PE pipe up to 16 inch diameter
- 4. Stabilizing emulsion
- 5. Lime
- 6. Preformed elastomeric joint seal
- 7. Plain and fabric reinforced elastomeric bearing pads
- 8. Steel reinforced elastomeric bearing pads
- 9. Waterstops (Special Condition)
- 10. Epoxy coated bar reinforcement
- 11. Plain and reinforcing steel
- 12. Structural steel
- 13. Structural timber and lumber
- 14. Treated timber and lumber
- 15. Lumber and timber
- 16. Aluminum pipe and aluminum pipe arch
- 17. Corrugated steel pipe and corrugated steel pipe arch
- 18. Structural metal plate pipe arches and pipe arches
- 19. Perforated steel pipe
- 20. Aluminum underdrain pipe
- 21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
- 22. Metal target plates
- 23. Paint (traffic striping)
- 24. Conductors
- 25. Painting of electrical equipment
- 26. Electrical components
- 27. Engineering fabric
- 28. Portland Cement
- 29. PCC admixtures
- 30. Minor concrete, asphalt
- 31. Asphalt (oil)
- 32. Liquid asphalt emulsion
- 33. Epoxy

APPENDIX D

SAMPLE CITY INVOICE

AC Water & Sewer Group 1025 Appendix D - Sample City Invoice

City of San Diego, Field Engineering Div	., 9485 Aero Drive, SD CA 92123	Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

Item #	Item Description		Contract	Authorizatio	'n		Previous	; Tota	ls To Date		s Estimate		Totals	to Date
]		Unit	Price	Qty	Exte	ension	%/QTY		Amount	%/QTY	Amour	nt	%/QTY	Amount
1					\$	-		\$	-		\$	-	0.00%	÷ -
2					\$	-		\$	-		\$	-	0.00%	
3					\$			\$	-		\$	-	0.00%	\$ -
4					\$	-		\$	-		\$	-	0.00%	-
5					\$	-		\$	-		\$	-	0.00%	\$
6					\$	-		\$	-		\$	-	0.00%	\$ -
7					\$	-		\$	-		\$	-	0.00%	\$ -
8	·····				\$	-		\$	_		\$	-	0.00%	\$
9					\$	-		\$	-		\$	-	0.00%	ş - I
10				I	\$	-		\$	-		\$	-	0.00%	\$ ~
11					\$	-		\$	_		\$	-	0.00%	÷ -
12					\$	-		\$	-		\$	-	0.00%	5 -
13					\$	-		\$	-		\$	-	0.00%	\$ -
14					\$	~		\$	-		\$	-	0.00%	\$ -
15					\$	-		\$	-		\$	-	0.00%	\$
16					\$	-		\$	-		\$	-	0.00%	\$ -
17	Field Orders				\$	-		\$	-		\$	-	0.00%	, -
18					\$	-		\$	-		\$	-	0.00%	-
<u> </u>	CHANGE ORDER No.				\$	-		\$	-		\$		0.00%	
					\$	-		\$	-		\$	-	0.00%	\$
	Total Authorized	Amount (including approved	Change Order)		\$	-		\$	-		\$	-	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -	I certify that the materials	
B. Approved Change Order #00 Thru #00	\$ -	have been received by me in	Total Re
C. Total Authorized Amount (A+B)	\$ -	the quality and quantity specified	Previo
D. Total Billed to Date	\$ -		Add'l Ar
E. Less Total Retention (5% of D)	\$ -	Resident Engineer	Amt to
F. Less Total Previous Payments	\$ -		
G. Payment Due Less Retention	 \$0.00	Construction Engineer	
H. Remaining Authorized Amount	\$0.00		Contract

Retention and/or Escrow Payment Schedule

	Amt to Release to Contractor from PO/Escrow:	
	Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
l	Previous Retention Withheld in PO or in Escrow	\$0.00
	Total Retention Required as of this billing (Item E)	\$0.00

Contractor Signature and Date:

APPENDIX E

LOCATION MAP

AC Water & Sewer Group 1025 Appendix E - Location Map •



AC Water & Sewer Group 1025 Appendix E - Location Map

APPENDIX F

ADJACENT PROJECTS

AC Water & Sewer Group 1025 Appendix F- Adjacent Projects



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced without the written permission of SANDAG. This product may contain information reproduce with permission granted by RAND MCNALLY & COMPANY® to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY®. It is unlawful to copy or reproduce all or any part theref, whether for personal use or resale, without the print, written permission of RAND MCNALLY & COMPANY & COM



HOWARD AVENUE UNDERGROUND UTILITY DISTRICT



S12016 Otay 1st/2nd Pipeline Consolidation

APPENDIX G

HYDROSTATIC DISCHARGE FORM

.

Hydrostatic Discharge Requirements Certification (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

<i>(pH)</i> ba	sed on:	n dechlorina	ted to below	<u>0.1</u> (<i>mg/l</i>) lev	vel; and effluent has been main	ntained between <u>6 and 9</u>	Is Disc Wit Lim	hin	Comment/Action Taken
Event #	Discharge Date	ltem Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	YES	NO	
		Chlorine							
		рН							
-		Chlorine							
		рН							
		Chlorine							
		рН							
		Chlorine							
		рН							
Qualifi	ed Personnel Cond	ucting Tests	(Print Name,):			SAP No		
*Signe	d:						Projec	t Name	:
	-	-	-		that all of the statements and	-			
					03, would this be a reportable which exceeds any effluent lim		orted w	ithin 24	hours of the event? [Reportable discharge

AC Water & Sewer Grou 1025 Appendix G - Hydrostatic Discharge Form

APPENDIX H

HAZARDOUS WASTE LABEL/FORMS

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INCIDENT/RELEASE ASSESSMENT FORM 1

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

<u>Que</u>	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?		
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?		

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DES	CRIPTION	Incident #
Date/Time Discovered	Date/Time Discharge	Discharge Stopped 🗌 Yes 🗌 No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, L	ease, Well #, GIS)	
Please describe the incident and indicate s	specific causes and area affected. Pl	notos Attached?: 🛛 Yes 🗌 No
Tudiante estima te la telen te gravent sin	ilon valageog fuere accounting in the f	thung
Indicate actions to be taken to prevent sim	mar releases from occurring in the re	iture.

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Chemical	Quantity	GAL	LBS	□ _{FT³}
Clean-Up Procedures & Timeline:				
Completed By:	Phone:	 	·····	
Print Name:	Title:	 		

		EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM
/		BUSINESS NAME FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
1		INCIDENT MO DAY YR TIME OES OES CONTROL NO.
(INCIDENT ADDRESS LOCATION CITY/COMMUNITY COUNTY ZIP
]	CHEMICAL OR TRADE NAME (print or type) CAS Number
		CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A
		PHYSICAL STATE CONTAINED PHYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS SOLID LIQUID GAS
		ENVIRONMENTAL CONTAMINATION TIME OF RELEASE DURATION OF RELEASE AIR WATER GROUND OTHER DURATION OF RELEASE
		ACTIONS TAKEN
E		
		KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)
F		ACUTE OR IMMEDIATE (explain)
		NOTKNOWN (explain)
		ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS
	1	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)
+	1	
		CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type)

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC) Attn: Section 304 Reports Hazardous Materials Unit 3650 Schriever Avenue Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code. AC Water & Sewer Group 1025 Appendix H - Hazardous Waste Label/Forms
86 | Page

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	WASTE	
	TATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES	•
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	CONTAINS HAZARDOUS OR TOXIC WASTES	الر
		A CONTRACTOR

APPENDIX I

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY



Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX





PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works To contact the City of San Diego: **SD** Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP Appendix J - Sample of Public Notice 89 | Page This information is available in alternative formats upon request.

619-533-4207 | engineering@sandlego.gov | sandlego.gov/CIP AC Water & Sewer Group 1025 This information is available in alternative formats upon request.

APPENDIX J

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. <u>All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.</u>

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

A. Endpoints, see Photo 1:



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

100W+ ERT Module with TTL antenna

Photo 2

Network Devices, see Photo 3:



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.





Photo 6 below is an example of disturbance that shall be avoided:



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:



Photo 7

Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8







If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX K

EXHIBITS (REFERENCE ONLY)

AC Water & Sewer Group 1025 Appendix K – Exhibits (Reference Only) 97 | Page

ATTACHMENT F

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ATTACHMENT G

CONTRACT AGREEMENT

AC Water & Sewer Group 1025 Attachment G – Contract Agreement (Rev. Nov. 2016)

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Burtech Pipeline Incorporated</u>, herein called "Contractor" for construction of **AC Water & Sewer Group 1025**; Bid No. **K-17-1537-DBB-3**; in the amount of <u>Seven Million Two Hundred Ninety Seven Thousand One Hundred Thirty Eight</u> <u>Dollars and Thirty Five Cents (7,297,138.35)</u>, which is comprised of the Base Bid plus Additive Alternates A and B.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto. City and Contractor agree as follows:

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidder's and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **AC Water & Sewer Group 1025**, on file in the office of the Public Works Department as Document No. **B-15083**, **B-15082**, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **AC Water & Sewer Group 1025**, Bid Number **K-17-1537-DBB-3**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code <u>§22.3102</u> authorizing such execution.

THE CITY OF SAN DIEGO

Print Name: <u>Albert P. Rechany</u> Deputy Director

Public Works Department

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By Lellis Le Dana

Print Name: Bedro De Cara, Jr.

Deputy City Attorney

5/26/17 Date:

5/3/11 Date:

CONTRACTOR

Print Name: DOMINIC J. BURTECH

Title: ____ PRESIDENT & CED___

Date: 05 08 2017

City of San Diego License No.: B1996002060

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

AC Water & Sewer Group 1025 Attachment G – Contract Agreement (Rev. Nov. 2016) The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

This company_has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.
CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Piedge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

Equal Benefits Ordinance Certification

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name:			HE PERSON AS SERVICE				(Rienischerfflie Missie)
Address:							
City:							
State:							
Zip:							
Phone:							
Email:							
Name:							
Address:							
City:							
State: Zip:							
Phone:							
Email:							
D As appropriate, Bidder shall identify Subcor	ntractor as one of the	following and shall inc	lude a valid proc	of of certification (exc	ept for OBE, SLBE and	ELBE):	
Certified Minority Business Enterprise		MBE		n Business Enterprise		WE	3E
Certified Disadvantaged Business Enterp	orise	DBE		ed Veteran Business B		DVE	
Other Business Enterprise		OBE		ng Local Business En	terprise	ELE	
Certified Small Local Business Enterprise		SLBE	Small Disadvant	•		SE	
Woman-Owned Small Business		WoSB	HUBZone Busine	ess		HUBZor	ne
Service-Disabled Veteran Owned Small B		SDVOSB					
As appropriate, Bidder shall indicate if Subo City of Case Pite	contractor is certified	•				641 TO 11	10
City of San Diego California Public Utilities Commission		CITY CPUC	State of Californ	ia Department of Tra	nsportation	CALTRAN	42
State of California's Department of Gene	ral Sonvicos	CADoGS	City of Los Angel	loc		,	_A
State of California		CADUGS	, ,	ess Administration		SE	
state of California		<u>_</u>	C.J. Jinan DuSin	coo Aurinnisu au Ult		30	

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE O MATERIAL OR SUPPLIES	F SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED@
Name:	nan oktor ni ole na dolo se serve jene e ter e ter ni se	asi an'indrinany amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisia Amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisiana	-1923 - 19 og som som af som	 C. Millerfield, Humphelist is installingual (Mentury Interface of a second second second second second second second second second second second second second second second second second secon	namen navida reza, anti i n'an dan anti i na anti n'ana di 1964 da	Reference and the second s
Address:						
City: State: Zip: Phone:						
Email:						
Name:						
Address:						
Address: City: State:						
Zip: Phone:						
Email:						
D As appropriate, Bidder shall identify Vendor/S	Supplier as one of the follo	owing and shall includ	de a valid proof o	f certification (except f	or OBE,SLBE and ELBE):	J
Certified Minority Business Enterprise	ME		ified Woman Bus			WBE
Certified Disadvantaged Business Enterpris				teran Business Enterpr		DVBE
Other Business Enterprise	OB			ocal Business Enterpris	e	ELBE
Certified Small Local Business Enterprise Woman-Owned Small Business	SLI		Small Disadvantaged Business HUBZone Business			SDB BZone
Service-Disabled Veteran Owned Small Bus		VOSB	Zone Business		ΠU	BZUNE
 As appropriate, Bidder shall indicate if Vendo 		1000				
City of San Diego	CIT	Y State	e of California De	partment of Transport	ation CAL	FRANS
California Public Utilities Commission	CP					
State of California's Department of Genera	l Services CA	DoGS City	of Los Angeles			LA
State of California	CA	U.S.	Small Business A	dministration		SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:							and and the Angel of the Angel
	Address:							
	City:							
	State:							
	Zip: Phone:							
	Email:							
	Name:							
	Address:							
	City:							
	State:							
	Zip: Phone:							
	Email:							
	ropriate, Bidder shall identify Subcontractor as one					r OBE, SLBE and El		
	ified Minority Business Enterprise	MBE			ness Enterprise		WBE	
	ified Disadvantaged Business Enterprise	DBE			ran Business Enterp		DVBE	
	er Business Enterprise	OBE	Certified Emerging Local Business Enterprise			se	ELBE	
	ified Small Local Business Enterprise	SLBE	Small Disadvantaged Business				SDB	
	nan-Owned Small Business	WoSB	HUBZone I	Business			HUBZone	
	ice-Disabled Veteran Owned Small Business	SDVOSB						
	ropriate, Bidder shall indicate if Subcontractor is cer of San Diego	CITY	State of Ca	lifornia Don	artment of Transpo	tation	CALTRANS	
	ornia Public Utilities Commission	CPUC			partment of Genera		CADOGS	
	of Los Angeles	LA	State of Ca		parametric or Genera		CADOGAD	
2	Small Business Administration	SBA					C.	-
	The Bidder will not receive any subcor		tion percentages if	the Bidder	fails to submit the	e required proof o	f certification.	

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions

B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

Bids will not be accepted until ALL forms are submitted as part of the bid submittal

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

That	 as Principal, a	and
	as Surety	əre

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this	day of	, 20
(SEAL)	(SEAL)
(Principal)	(Sur	ety)
Ву:	Ву:	
(Signature)	(Sig	nature)
(SEAL AND NOTARIAL ACKNOWLEDGEM	ENT OF SURETY)	

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

 \square

The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
		······			

· · · · · · · · · · · · · · · · · · ·	Title	
Name		
	Date	
Signature		
USE ADDITIONAL FORMS	AS NECESSARY	
	Name Signature	Date

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

q

The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	Litigation (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
	NONE				
		annan an a			
	- Marallan - a - an	n er en senten en fels formen en senten en felskel megege felser in okon er en sentel formen en sente			
					· ·
				1	
		ann an Allan I ann an Ann an Ar 1990 ann an Ann			

Contractor Name: Burtech Pipeling Incorporated

Certifled By	Dominic J. Burtech Ite President 2 CED	
	Name	
	Date - 4/4/2017	
	Signature	
	USE ADDITIONAL FORMS AS NECESSARY	

AC Water & Sewer Group 1025 Contractor's Certification of Pending Actions (Rev. Feb. 2017) 179 | Page

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

That BURTECH PIPELINE, INCORPORATED	as Principal, and
NORTH AMERICAN SPECIALTY INSURANCE COMPANY	as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of <u>10%</u> <u>OF THE TOTAL BID AMOUNT</u> for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

AC WATER & SEWER GROUP 1025

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this	<u>30TH</u>	day of	MARCH	20_17
BURTECH PIPELINE, INCORPORA	TED (SEAL)		ERICAN SPECIAL E COMPANY	TY (SEAL)

(Principal)

By: DOMINIC J. BURTECH, JB. PRESIDENT (Signature)

(Surety) MARK D. IATAROLA, ATTORNEY-IN-FACT

(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

AC Water & Sewer Group 1025 Bid Bond (Rev. Feb. 2017) 178 | Page

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	_ }
County of San Niego	}
On <u>4/3/17</u> before me,	the Later - (Here hour hand inte of the tiffder)
who proved to me on the basis of satis	c Surtech
he/she/they executed the same in his/	instrument and acknowledged to me that her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrur which the person(s) acted, executed the person of the p	nent the person(s), or the entity upon behalf of ne instrument.
ት 🛊 I certify under PENALTY OF PERJUR	Y under the laws of the State of California that
the foregoing paragraph is true and co	mect.
WITNESS my hand and official seal.	ARTHUR P. ARQUILLA
11 Pault	Commission No. 2051358 NOTARY PUBLIC: CALIFORNIA SAN DIEGO COUNT Commission Expires January 7, 2010
Notary Public Signature (N	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document, Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary
(Title or description of attached document)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her
Number of Pages Document Date	commission followed by a comma and then your title (notary public). • Print the name(s) or accument signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER	 notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they,- is /are) or circling the correct forms. Failure to correctly indicate this
 Individual (s) Corporate Officer 	 Information may lead to rejection of document recording. The notary scal impression must be clear and photographically reproducible. Impression must not cover text or lines. If scal impression smudges, re-scal if a
(Title) Partner(s)	sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of
C Attorney-In-Fact	the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
☐ Trustee(s) ☐ Other	 Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a
2015 Version www.NotaryClasses.com 800-873-9865	 corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.
and the second secon	en er en sternen in der er sternen in der eine sternen in der einen sternen er der einen der er sternen und der

A. 176-441-1.4

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifles only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

 County of
 SAN DIEGO
)

 On
 3/30/2017
 before me,
 SANDRA FIGUEROA, NOTARY PUBLIC

 Date
 Here Insert Name and Title of the Officer

 personally appeared
 MARK D. IATAROLA

Name(e) of Signer(e)

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(lee), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Signature <u>Saucha</u> <u>L'que co</u> Signature of Notary Public

Place Notary Seal Above

SANDRA FIGUEROA COMM. # 2162642 SAN DIEGO COUNTY

NOTARY PUBLIC-CALIFORNIAZ MY COMMISSION EXPIRES

- OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than N	Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name: <u>MARK D. IATAROLA</u>	Signer's Name:
Corporate Officer — Title(s): Partner — Climited General	Corporate Officer — Title(s): Partner — Climited Climited
🗆 Individual 🛛 🖾 Attorney in Fact	🗆 Individual 🛛 🗆 Attorney in Fact
□ Trustee □ Guardian or Conservator □ Other:	□ Trustee □ Guardian or Conservator □ Other:
Signer Is Representing:	Signer Is Representing:

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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATA	AKUL/	ł
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JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000,00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012;

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."





Michael A. 116, Schlor Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of ______ September ______, 2015.

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook ss;

On this <u>17th</u> day of <u>September</u>, 20<u>15</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>Michael A. Ito</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of MARCH

, 20 17

Jeffrey Goldborg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

AC Water & Sewer Group 1025 (K-17-1537-DBB-3), bidding on April 4, 2017 2:00 PM (Pacific)

Bid Results

Bidder Details

Vendor Name Address	Burtech Pipeline Incorporated 102 Second Street Encinitas, CA 92024 United States
Respondee	BUDDY AQUINO
Respondee Title	Chief Estimator
Phone	760-634-2822 Ext.
Email	buddy@burtechpipeline.com
Vendor Type	PQUAL,CADIR,Local
License #	718202
CADIR	1000006324

Bid Detail

Bid Format Submitted	Electronic April 4, 2017 1:35:23 PM (Pacific)
Delivery Method	•
Bid Responsive	
Bid Status	Submitted
Confirmation #	102158
Ranking	0

Respondee Comment

Buyer Comment

Attac	hments				
File Tit	le		File Name		File Type
Bid Bor	nd		Bid Bonds.pdf		BID BOND
Certifica	ation of Pending Actions		Certification of Pending	Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Subcon	tractors Additive/Deductive Alternate		Subcontractors Additive	e_Deductive Alternate.pdf	SUBCONTRACTOR'S ADDITIVE/DEDUCTIVE ALTERNATE FORMS
Bid Bor	nd		Bid Bonds.pdf		Bid Bond
Line I	tems				
Туре	item Code	UOM	Qty	Unit Price	Line Total Comment
	Main Bld				
1	Bonds (Payment and Performance)				
	524126	LS	1	\$49,714.21	\$49,714.21
2	Survey Services				
	541370	LS	. 1	\$42,550.00	\$42,550.00
3	WPCP Development				
	541330	LS	1	\$632.00	\$632.00
	041000	20	1	ψ00 <i>2</i> .00	4002.00

Printed 04/04/2017

PlanetBids, Inc.

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AC Water & Sewer Group 1025 (K-17-1537-DBB-3), bidding on April 4, 2017 2:00 PM (Pacific)

Printed 04/04/2017

Туре 4	Item Code WPCP Implementation	UOM	Qty	Unit Price	Line Total	Comment
	237990	LS	1	\$2,000.00	\$2,000.00	
5	Video Recording of Existing Conditions					
	238990	LS	1	\$2,800.00	\$2,800.00	
6	Mobilization					
	237110	LS	1	\$30,000.00	\$30,000.00	
7	Field Orders (EOC Type II)					
		AL	1	\$370,000.00	\$370,000.00	
8	Additional Pavement Removal and Disposal					
	237310	CY	138	\$1.00	\$138.00	
9	Cold Milling Full Width (1 1/2 inch)				,	
	237310	SF	206988	\$0.26	\$53,816.88	
10	Asphalt Pavement Repair					
	237310	TON	130	\$235.75	\$30,647.50	
11	Rubber Polymer Modified Slurry (RPMS) Ty	pe II and Stripir	ng			
	237310	SF	358660	\$0.25	\$89,665.00	
12	Rubber Polymer Modified Slurry (RPMS) Ty	pe I Over Type	II and Striping			
	237310	SF	107350	\$0.41	\$44,013.50	
13	Pavement Restoration Adjacent to Trench					
	237310	SF	3100	\$3.09	\$9,579.00	
14	Asphalt Concrete Overlay and Striping					
	237310	TON	1940	\$106.56	\$206,726.40	
15	Concrete Pavement					
	238910	CY	1869	\$395.00	\$738,255.00	
16	Pavement Fabric					
	237310	SY	22998	\$3.05	\$70,143.90	
17	Crack Seal					
	237310	LB	3891	\$5.00	\$19,455.00	
18	Contractor Date Stamps and Impressions					
	237310	EA	26	\$195.00	\$5,070.00	
19	Remove and Replace Existing Sidewalk			.		
	237310	SF	570	\$10.00	\$5,700.00	

AC Water & Sewer Group 1025 (K-17-1537-DBB-3), bidding on April 4, 2017 2:00 PM (Pacific)

Printed 04/04/2017

Type 20	Item Code Additional Curb and Gutter Removal and Repla	UOM cement	Qty	Unit Price	Line Total	Comment
	237310	LF	15	\$55.00	\$825.00	
21	Curb and Gutter (6 Inch Curb, Type Separate)					
	237310	LF	140	\$52.00	\$7,280.00	
22	Cross Gutter					
	237310	SF	1940.12	\$18.00	\$34,922.16	
23	Alley Apron					
	237310	SF	2180	\$16.00	\$34,880.00	
24	Curb Ramp (Type A) with Detectable Warning 1	Files				
	237310	EA	9	\$3,250.00	\$29,250.00	
25	Curb Ramp (Type B) with Detectable Warning T	Files				
	237310	EA	13	\$3,200.00	\$41,600.00	
26	Curb Ramp (Type C2) with Detectable Warning	Tiles				
	237310	EA	4	\$3,200.00	\$12,800.00	
27	Curb Ramp (Type D) with Detectable Warning	Files				
	237310	EA	21	\$2,950.00	\$61,950.00	
28	Curb Ramp (Case A) with Detectable Warning	Tiles				
	237310	EA	5	\$3,250.00	\$16,250.00	
29	Curb Ramp (Case C) with Detectable Warning	Tiles				
	237310	EA	2	\$3,250.00	\$6,500.00	
30	Curb Ramp Modified (Type B, Per Sheet 32) wi	th Detectable Wa	rning Tiles			
	237310	EA	3	\$3,250.00	\$9,750.00	
31	Curb Ramp Modified (Type D, Per Sheet 33) wi	th Detectable Wa	rning Tiles			
	237310	EA	3	\$3,200.00	\$9,600.00	
32	Handling and Disposal of Non-friable Asbestos	Material				
	237110	LF	19800	\$9.00	\$178,200.00	
33	Additional Bedding					
	237110	CY	564	\$1.00	\$564.00	
34	Water Main (8 Inch)					
	237110	LF	19086	\$84.05	\$1,604,178.30	
35	Water Main (12 Inch)					
	237110	LF	190	\$150.00	\$28,500.00	

AC Water & Sewer Group 1025 (K-17-1537-DBB-3), bidding on April 4, 2017 2:00 PM (Pacific)

Page 4

Printed 04/04/2017

Type 36	Item Code Water Main (8 Inch, Class 305)	UOM	Qty	Unit Price	Line Total	Comment
	237110	LF	525	\$90.00	\$47,250.00	
37	Sewer Main, (8 Inch, SDR-26)					
	237110	LF	306	\$111.00	\$33,966.00	
38	Trench Shoring					
	237110	LS	1	\$28,000.00	\$28,000.00	
39	Gate Valve (8 Inch)					
	237110	EA	74	\$2,000.00	\$148,000.00	
40	Gate Valve (12 Inch)					
	237110	EA	2	\$3,500.00	\$7,000.00	
41	Fire Hydrant Assembly and Marker(6	Inch)				
	237110	EA	47	\$6,450.00	\$303,150.00	
42	Water Service (1 Inch)					
	237110	EA	618	\$2,500.00	\$1,545,000.00	
43	Water Service (1 1/2 Inch)					
	237110	EA	3	\$4,130.00	\$12,390.00	
44	Water Service (2 Inch)					
	237110	EA	7	\$4,500.00	\$31,500.00	
45	Meter Boxes					
	237110	EA	2	\$800.00	,\$1,600.00	
46	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	2	\$4,800.00	\$9,600.00	
47	Air and Vacuum (Air Release) Valve A	ssembly (1 Inch)				
	237110	EA	4	\$5,500.00	\$22,000.00	
48	Temporary Resurfacing					
	237310	TON	754	\$115.00	\$86,710.00	
49	Imported Backfill For Trench					
	237110	TON	2227	\$5.00	\$11,135.00	
50	Manholes (3 ft x 4 ft)					
	237110	EA	2	\$7,800.00	\$15,600.00	
51	Sewer Lateral and Cleanout (4 Inch, S	itreet)				
	237110	EA	9	\$3,000.00	\$27,000.00	

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AC Water & Sewer Group 1025 (K-17-1537-DBB-3), bidding on April 4, 2017 2:00 PM (Pacific)

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Type 52	Item Code Sewer Lateral and Cleanout (6 Inch, Street)	UOM	Qty	Unit Price	Line Total	Comment
	237110	EA	1	\$3,300.00	\$3,300.00	
53	Painted Traffic Stripes and Painted Curb Mark	ings				
	237310	LF	1410	\$2.30	\$3,243.00	
54	Continental Crosswalks					
	237310	SF	7555	\$2.10	\$15,865.50	
55	Traffic Control Design (Working Drawings)					
	541330	LS	1	\$1,300.00	\$1,300.00	
56	Traffic Control					
	237310	LS	1	\$40,000.00	\$40,000.00	
57	Flashing Arrow Boards					
	237310	LS	1	\$5,000.00	\$5,000.00	
58	Pavement Restoration for Final Connection					
	237110	LF	1200	\$15.00	\$18,000.00	
59	Portable Changeable Message Signs (EOC Ty	/pe I)				
	237310	AL	1	\$5,000.00	\$5,000.00	
60	Pedestrian Barricade					
	237310	EA	3	\$950.00	\$2,850.00	
61	Curb Ramp Barricade					
	237310	EA	2	\$1,200.00	\$2,400.00	
62	Furnished Materials for Contractor High-line W	′ork				
	237110	LF	39600	\$1.00	\$39,600.00	
63	High-lining Installation by the Contractor					
	237110	LF	39600	\$8.00	\$316,800.00	
64	High-lining Removed by the Contractor					
	237110	LF	39600	\$1.00	\$39,600.00	
65	Temporary Resurfacing					
	237110	TON	33	0	0	
66	Cut and Plug by Contractor					
	237110	EA	51	\$4,500.00	\$229,500.00	
67	Connections to The Existing System by Contra	etor (4 Inch)				
	237110	EA	2	\$4,500.00	\$9,000.00	

AC Water & Sewer Group 1025 (K-17-1537-DBB-3), bidding on April 4, 2017 2:00 PM (Pacific)

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Туре 68	Item Code Connections to The Existing System I	UOM by Contractor (6 Inch)	Qty	Unit Price	Line Total	Comment
	237110	EA	21	\$4,400.00	\$92,400.00	
69	Connections to The Existing System I	by Contractor (8 Inch)				
	237110	EA	21	\$4,400.00	\$92,400.00	
70	Connections to The Existing System I	by Contractor (12 Inch)				
	237110	EA	5	\$5,500.00	\$27,500.00	
71	Cut-in Tee by Contractor (4 Inch Thro	ough 12 Inch)				
	237110	EA	1	\$8,000.00	\$8,000.00	
72	Cut-in Cross by Contractor (4 Inch Th	rough 12 Inch)				
	237110	EA	1	\$10,000.00	\$10,000.00	
				Subtotal	\$7,139,615.35	
73	Alternate A Items Sewer Main (8 Inch)					
	237110	LF	531	\$134.00	\$71,154.00	
74	Manholes (3 ft x 4 ft)					
	237110	EA	3	\$8,000.00	\$24,000.00	
75	Sewer Lateral with Private Replumbin	ig (4 Inch)				
	237110	EA	5	\$8,500.00	\$42,500.00	
76	Additional Bedding					
	237110	CY	9	\$1.00	\$9.00	
77	Temporary Resurfacing					
	237310	TON	20	\$115.00	\$2,300.00	
78	Imported Backfill For Trench					
	237110	TON	152	\$5.00	\$760.00	
				Subtotal	\$140,723.00	
79	Alternate B Items Preparation of Hazardous Waste Mar	agement Plan and Report	tina			
10	238990	LS	1	\$6,000.00	\$6,000.00	
80	Testing, Sampling, Site Storage and F	Handling of Petroleum Cor	ntaminated Soil			
	238990	TON	54	\$75.00	\$4,050.00	
81	Loading, Transportation, and Disposa	l of Petroleum Contamina	ted Soil			
- /	238990	TON	54	\$125.00	\$6,750.00	
				Subtotal Total	\$16,800.00 \$7,297,138.35	

AC Water & Sewer Group 1025 (K-17-1537-DBB-3), bidding on April 4, 2017 2:00 PM (Pacific)

Bid Results

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Туре
Terra West, Inc 591 Telegraph Canyon Rd #713 Chula Vista, CA 91910 United States	WPCP Development	10TW0007	1000007319	\$550.00	ELBE,DBE
Landmark Consulting 9555 Genesee Ave. Ste 200 San Diego, CA 92121 United States	Survey Services	977786	100005403	\$37,000.00	SLBE,CADIR
Soclaris Contracting 7437 Lowell Ct. La Mesa, CA 91942 United States	Hazardous Waste Management Plan & Reporting, Testing, Storage, Transport & Disposal	793838	1000011964	\$15,800.00	CAU,MALE,SLBE
American Asphalt South, Inc. PO Box 310036 14436 Santa Ana Ave Fontana, CA 92331 United States	Slurry Seal	784969	100000645	\$118,087.95	CAU,MALE,PQUAL, CADIR
Payco Specialties Inc. 120 North Second Ave Chula Vista, CA 91910 United States	Striping	298637	1000003515	\$35,855.50	CAU,FEM,PQUAL,S LBE,MBE,SDB,WBE, WOSB
MIRAMAR GENERAL ENGINEERING 5595 Magnatron Blvd. Suite P San Diego, CA 92111 United States	Concrete Flatwork & Asphalt Paving	1009541	1000033057	\$1,597,376.45	ELBE,PQUAL

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CONTRACTOR'S RESPONSIBILITIES		WATER &	2. 95			WORK TO BE DONE	
I. PURSUANT TO SECTION 426 OF THE GOVERNMENT CODE AT LEAST 2 WORKNO DAYS PRODOTO EXCANATION, YOU MUSI CONTACT THE REGIONAL MOTIFICATION CONTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INDUIRY IDENTIFICATION NUMBER.	AC				CONSTRUCTION OF AC WAT APPROXIMATELY 20,347.99 APPROX.836.21LINEAR FEE	TER AND SEWER GROUP 1025 CONSISTS LINEAR FEET OF EXISTING 8" & 12" W/ T OF EXISTING 8" SEWER MAINS, WATER HER WORK AND APPURTENANCES IN ACC E DRAWINGS NUMBERED 39096-01-D THF	OF THE REPLACEMENT OF ATER MAINS, THE REPLACEMENT OF SERVICES, SEWER LATERALS, "ORDANCE WITH THE
 NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10: OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POMER LINES, ILE, 69 KV & HIGHER INDERGROUND HIGH VOLTAGE TRANSMISSION POMER LINES, ILE, 69 KV & HIGHER 		GROUP	1025		SPECIFICATIONS AND THESI		OUGH 39096-35-D
3. LOCATE AND RECONNECT ALL SEWER LATERALS, LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONL, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMNITO CHOLLAS, LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.			1020			<u>LEGEND</u>	
 EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN. 	SHEET DISCIPLINE TITLE	LIMITS	PIPE LENGTH SIZE OND MATERIAL (FT)		IMPROVEMENTS TRENCH RESURFACING	REFERENCE SDG-107- SDG-108	SYMBOL
 CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS. 	1-2 G-1& G2 COVER SHEET 3 C-1 MEADE AVE	630' S/W OF MEADE AVE TO ARCH ST	8 WTR 530.66	ESCONDEO RANCHO BERNARDO	SEWER MAIN	SDS-IOI, SDS-IIO (TYPE C)	
 KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS. 	4 C-2 ARCH ST 5 C-3 NEW JERSY 3 6 C-4 MONROE AVE 7 C-5 MEADE AVE 8 C-6 MARYLAND S	GO'S //W OF WEADE AVE TO ARCH ST GO'S //W OF WEADE AVE TO ARCH ST NEW JERSEY ST TO MONROE AVE NEW JERSEY ST TO CLEVELAND AVE	8 WTR 976.40 8 WTR 66I,I2 8 WTR 834.01 8 WTR 829.05 9 WTR 829.05	CLANGERACH	SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-3, SM-07	
 THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION. 	6 C-4 MONROE Ave 7 C-5 MEADE Ave 8 C-6 MARYLAND S 9 C-7 CLEVELAND J 10 C-8 CLEVELAND J	NEW JERSEY ST TO CLEVELAND AVE T MEADE AVE TO MONROE AVE WE MEADE AVE TO MONROE AVE	8 WIR 670.01		4 SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	
 UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH) ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENTCE. THE CITY 	9 C-7 CLEVELAND / 10 C-8 CLEVELAND / 11 C-9 MISSION CLIFI 12 C-10 MEADE AVE	Image Ave To monroe Ave VVE MEADE Ave NONROE Ave VVE MONROE Ave TO MADISON Ave F DR MISSION CLIFF DR LOBITAS DR PARK BLVD TO GEORGIA ST	8 WTR 664.01 8 WTR 524.64 8 WTR 524.64 8 WTR 485 12 WTR 70.00	COCATION	REPLUMB SEWER LATERAL WITH C.O.	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	P.L. R
9. UNLESS DIMERINGE NOTED AS PREVNOLS, POTUNCED UPM, ELEVATINGS SWORM ON THE FRONTE OF EXSTING UTINES ARE BASED ON A STARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENENCE. THE CITY DOES NOT QUARANTEE THAT IT WAS REVENDED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITES ETHER SHORM ON THE PLANS OR MARKED IN THE FLED IN ACCORDANCE. WITH THE SPECIATIONS SECTION SULTING STUDIESTICS.	13 C-II GEORGIA ST	MEADE AVE TO 210'N OF MONROE AVE 210'N OF MONROE TO SPALDING PL	12 WTR 70.00 8 WTR 1090.00 8 WTR 876.12 8 WTR 950.00		CONCRETE PROTECTION FOR EXIST SEWER PIPE		PROPOSED SEWER
IO. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS, SEE PLAN VIEW.	I4 C-I2 GEORGIA ST I5 C-I3 ALABAMA ST I6 C-I4 ALABAMA ST I7 C-I5 ALABAMA ST	MEADE AVE TO ZIO'N OF MONROE AVE ZIO'N OF MONROE TO SPALDING PL POLK AVE TO ALLEY BLK ALLEY BLK TO MEADE AVE MEADE AVE TO MONROE AVE	8 WTR 950.00 8 WTR 800.00 8 WTR 912.05 8 WTR 427.00		SEWER PIPE PIPE SUPPORT FOR UNDERCUT AC WATER MAIN	SDS-116 SDW-162	— <u></u>
II. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR MATER METER BOXES, COFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.	18 C-16 MONROE AVE	PARK BLVD TO GEORGIA ST	12 WTR 80.00	TEOO NATONAL CITY	CONCRETE ENCASEMENT	SDS-II2	
CONSTRUCTION STORM WATER PROTECTION NOTES	18 C-16 MONROE AVE 19 C-17 MISSISSIPPISI 20 C-18 MISSISSIPPISI 21 21 C-19 LOUISIANA S1 21 C-19 LOUISIANA S1 S1	ALABAMA ST TO MISSISSIPPIST T EL CAJON BLVD TO MISSISSIPPIST MEADE AVE TO MONROE AVE EL CAJON BLVD TO MEADE AVE MEADE AVE TO MONROE AVE MEADE AVE TO MONROE AVE INDIANA ST TO FLORIDA ST	8 WTR 463.00 8 WTR 800.00 8 WTR 613.01 8 WTR 800.00	in the second	ABANDON EX MANHOLE	SM-08	
I. TOTAL SITE DISTURBANCE AREA (ACRES). 1.46 HYDROLOGIC UNIT/ WATERSHED SAN DIEGO/SAN DIEGO RIVER & PUEBLO SAN DIEGO/SAN DIEGO BAY	21 C-19 LOUISIANA ST 22 C-20 LOUISIANA ST 23 C-21 ROBINSON AV		8 WTR 800.00 8 WTR 732.72 8 WTR 779.69 12 WTR 40.00		CUTTING AND PLUGGING ABANDONED WAT SURVEY MONUMENT	M-10, M-10A, M-10B	е А
HYDROLOGIC SUBAREA NAME & NO, MISSION SAN DIEGO, 907.8 CHOLLAS, 908.22 2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE	24 C-22 CRESTWOOD 24 C-22 ALLEY BLK 25 C-23 FLORIDA ST	PL 350'W OF ROBINSON AVE TO ROBINSON AV ROBINSON AVE TO 280'N OG ROBINSON AV UPAS ST TO 300'N OF MYRTLE AVE			WATER MAIN & APPURTENANCES	SDM-105, SDW-110, SDW-151, SDW-161	
X WPCP THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO.R9-2013-0001	26 C-24 FLORIDA ST 27 C-25 FLORIDA ST 28 C-26 CYPRESS AVE	PL 350° WO F ROBRISON AVE TO ROBRISON AVE TO ROBRISON AV ROBRISON AVE TO 220 N GE ROBRISON AV SDO'S NO F WRITE AVE TO GEORGE AT 2205 S OF ROBRISON AVE TO ROBRISON AVE FLORDA ST TO ALABAMA ST WRLSHIER TR TO FLORDA ST GEORGIA CT TO FLORDA ST GEORGIA CT TO FLORDA ST	8 WTR 965.00 E 8 WTR 232.76 8 WTR 0.00 8 WTR 0.00			SDW-109, SDW-152, SDW-153, WV-05 SDM-105, SDW-109, SDW-118	P.L.
AS AMENDED BY R9-2015-0001 AND R9-2015-0100 □ SWPPP THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO.R9-2013-0001	28 C-26 MYRTLE AVE 29 C-27 GEORGIA CT 29 C-27 FLORIDA CT	WILSHIRE TR TO FLORIDA ST GEORGIA CT TO FLORIDA ST GEORGIA ST TO FLORIDA ST	8 WTR 0.00 8 WTR 417.01 8 WTR 417.09	VICINITY MAP	FIRE SERVICE CONNECTION & ASSEMBLY 6" FIRE HYDRANT ASSEMBLY	SDM-105, SDW-109, SDW-118, SDW-152, SDW-153	PROPOSED WATER
AS AMENNED BY RR-2015-0001AND R-2015-000 AND CONSTRUCTION CENERAL PERMIT ORDER 2009-0009-DWO AS AMENDED BY ORDER 2010-0014-DWO AND 2012-0006-DWO	II C-9 MISSION CLIFT	GEORGIA ST TO FLORIDA ST F DR MISSION CLIFF DR TO LOMITAS DR PARK BLVD TO GEORGIA ST MEADE AVE TO MISSION AVE	8 SWR 305.70 8 SWR 379.5i 8 SWR 151.00	NOT TO SCALE	6°FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDM-105, SDW-104, SDW-109, SDW-152, SDW-153	
	13 C-II GEORGIA ST 30-31 C-28&C-29 CITY FORCES		TOTAL WATER 19,800.99		I'WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03	WM P.L.
3. CONSTRUCTION SITE PRIORITY □ ASBS □ HIGH □ MEDIUM ⊠ LOW	32-35 C-30&C-33 CURB RAMP LOCAT 36-37 C-34&C-35 STREET RESURFAC		TOTAL SEWER 836.21 DISCIPLINE CODE		BLOW-OFF ASSEMBLY S	DM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05,	B.0.
MONUMENTATIONSURVEY NOTES			G GENERAL C CIVIL			SDW-145. SDW-146. WB-05.	PROPOSED WATER
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMA MHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENC	RKS ENGINEER E, AND/OR		ç m		AIR & VACUUM VALVE SDM-	105, SDW-117, SDW-158, SDW-159, SDW-160	A.V.
IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPF MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONS SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 877100 THE BUSINESS AND PROFESSIONS CO	IOPRIATE DLLING DE_OF_THE				CUTOFF WALL	SDS-15	_
THE CONTRACTOR SHALL BE EXPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMA MICH AREON DREED THE DESTINUTION FOR THE STREAM OF TH	H THE COUNTY) SURVEY IALL BE NSTRUCTION				HIGHLINING BY CONTRACTOR SDW-I	70, SDW-171, SDW- 172, SDW-173, SDW-174	IF APPLICABLE
ABBREVIATIONS		THESE PLANS ARE FOR REFERENCE ONLY.			FOR ADDITIONAL SYMBOLS SEE RESURFAC	ING. CURB RAMP AND TRAFFIC CONTROL	SHEETS.
ABAND EL, ELEV ELEV OVEN OVEN OVEN DADA ABAND'D ABAND'D ELEC ELECTRIC PVC POLYUNY' AC ASBESTOS CEMENT PIPE EX, EXISTING PROPOSED PROPOSED	HLORIDE	NO SURVEY FOR WATER WAS USED TO CONSTRU	ICT THESE		NOTE		
AHD AHEAD E/O EAST OF RED REDUCER ASSY ASSEMBLY F FLANGE RT RIGHT DEV DITTERELY VALVE FL FILE INFORMAT S SUBJECT UNE		DRAWINGS. PROPOSED WATER MAIN REPLACEMENT ON THIS			FOR COORDINATION OF THE SHUTDOWN OF CONTACT THE CITY'S SENIOR WATER DIST		
BK BACK FS FIRE SERVICE ŠD&AE SAN DIEGO & BTWN BETWEEN GV GATE VALVE SDTI SAN DIEGO T	ARIZONA EASTERN RAILROAD ROLLEY INC.	WILL REPLACE-IN-PLACE THE EXISTING WATER M.	AIN.		FOR COORDINATION OF THE SHUTDOWN OF CONTACT THE CITY'S WATER OPERATIONS	DISTRIBUTION MAINS (LESS THAN 16 IN	CHES).
CATV CABLE TV HOPE HIGH-REWSTY POLYETHYLENE SO STUB_OUT CI CAST IRON PIPE HP HIGH PRESSURE S/O SOUTH OF G CENTER LINE IE HIGH PRESSURE S/O SOUTH OF G CENTER LINE IE INVERT ELEVATION SWR SEWER COND CONDUT L L TE TELEPHONE		INFORMATION IS NOT DRAWN TO SCALE.					
COND CONTRUCED AJ MECHANICAL JOINT TEL TELEFORME CONT CONTRUCED AJ MECHANICAL JOINT UNKNOWN CONTR CONTRACTOR MTS SAN DIEGO METROPOLITAN VC VITRIED CL DB DIRECT BURED TRANSIT SYSTEM WIN WATER WETE	AY PIPE	UTILITY MARKOUTS DURING CONSTRUCTION WILL DEFINE REPLACEMENT LOCATION.					
DI DUCTILE IRON MTD MULTIPLE TELEPHONE DUCT WTR WATER EB ENCASED BURIED N/O NORTH OF W/O WEST OF	*			FIELD_DAT. BENCHMARK: NO	INFO.		G-1
EXISTING STRUCTURES EX WATER MAIN & VALVES EX GROUND LINE (PROFILE)				DATUM: MEAN S	AYER, 214-1722, 12-01-2015, B-15082/B-15083 EA LEVEL RING 12" TRENCH CAP:		
EX WATER METER EX TRAFFIC SIGNAL EX FIRE HYDRANT ◯ -⊕ EX STREET LIGHT	o≰TS + SL			EL CAJON BLVD	& PARK BLVD.		EWER GROUP 1025
EX SEWER MAIN & MANHOLES GAS MAIN						COVER	
EX DRAINS ======== ELEC. COND., TEL. COND., CATV EX PAVEMENT (PROFILE) RAILROAD, TROLLEY TRACKS	EC		Г	AS-BUILT INFORMATION	SPEC. NO. 1537	CITY OF SAN DIEGO, CALI PUBLIC WORKS DEPARTMEN SHEET 01 0F 37 SHEET	JT
CONSTRUCTION CHANGE / ADDENDUM WARNING				MATERIALS MANU	FACTURER		BIJAN SHAKIBA
CHANGE DATE AFFECTED OR ADDED SHEET NUMBERS APPROVAL NO.	The City of	EG Public W	_	PIPE CL 235 (WATER) PIPE SDR 35 (SEWER)	-	ANDREA DEMICH, P.E. PRINT DOE NAME DESCRPTION BY APPROVED ORIGINAL AN/CK	DATE FILMED PROJECT ENGINEER
IF THIS BAR DOE NOT MEASURE I'	SAN DI	EGOV Public W	'orks 🕴	GATE VALVES FIRE HYDRANTS SEWER MANHOLES	-		SEE SHEETS CC827 COOPDNATE SEE SHEETS
			-	SEWER MANHULES	· .		JEE SHEETS
THEN DRAWING IN NOT TO SCALE.	5			REHABILITATE SEWER MANHOLES REHABILITATE SEWER MAIN	CONTRACTOR	DATE STARTED DATE COMPLETED	SHEET 01


































































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RAMP DETAILS

Appendix K - Exhibits (Reference Only) AC Water & Sewer Group 1025





APPENDIX L

AS-BUILTS (EXHIBITS)





















AC Water & Sewer Group 1025

Appendix L - As-Builts (Exhibits)

FILMED FROM THE ORIGINAL. SERV COALITY ONTAINABLE. EXCENSIVE GAY BACERENED WAY CAUSE A FOOR QUALITY SEPHODOCTION.

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AC Water & Sewer Group 1025





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EROSION COTROLE

THE CONTRACTOR SHALL DEVELOP AND ADDEALERT PORVENTATIVE MEASURES AS NECESSARY TO CONTROL BEDOOR RESULTS FROM CONSTRUCTION ACTIVITY IN AND ARQUND ALL UPRAVED FORTINGS OF THE REMU CONSTRUCTION ACTIVITY SLOHE ROSON CONTROL MEASURES INCLUGE BUT ADE NOT NECESSARY." LANTED TO, THE INSTALLATION AND MANTENANCE OF HYDROSEED, JUTE NETTING, SLT FENCING, MOS SANDAGES.

ALL UNPAVED AREAS IN AND AROUND THE SERVER ALXONAUNT WHICH ARE DISTRUBED BY CONSTRUCTION ACTIVITY SHALL BE RESTORED BY THE CONTRACTOR WA INTROSEEDING IN CONFORMANCE WITH SECTIONS 7.2-205.7.2-201.7.2-00, AND 7.3 OF THE CITY OF SAN DEGO'S LANDSCAPE TECHNICAL MANUAL, AND SECTION 300-4-5.3 FOR PUBLIC WORKS CONSTRUCTION.

THE LANTS OF THE AREA TO BE RESTORED, AND THE ASSOCIATED METHOD FOR DELINEATING THOSE LANTS, SHALL BE APPROVED IN ADVANCE BY THE RESERVI-BOARDED, THE CONTRACTOR SHALL BUSKET THROUGHOUT THE 25-MONTH MONTORING DELINEATION IS CLEARLY DISCEMBALE THROUGHOUT THE 25-MONTH MONTORING PRODO REQUIRED UNDER SECTION 7.3 OF THE CITY OF SAN DECOS LANDSCAPE TECHNICAL MARLAL, AND THAT ANY AND ALL MATERIAL USED TO ESTABLISH THE LANTS OF RESTORATION ARE FULLY REMOVED FOLLOWING FORM. APPROVAL.

THE SEED MIX SHALL BE A GRASSLAND NON-IRRIGATED FORMULA, SUCH AS THAT LISTED BELOW, OR APPROVED EQUAL.

SCIENTIFIC NAME	COMMON NAME	MIN. 2 PURITY	MIN. 2 GERMINATION	LBS/ACRE
ARTEMISIA CALIFORNICA	CALIFORMA SAGEBRUSH	15%	50%	2.0
BROMUS MOLLIS	BLANDO BROOM	15%	15%	3.0
FASCICULATUM	FLAT-TOPPED BUCKWHEAT	15%	15%	4.0
SALVIA MELLIFERA	BLACK SAGE	15%	15%	2.0
VULPIA MYUROS	ZORRO FESCUE	15%	15%	2.0

TOTAL LBS/ACRE = 13.0

ID' VC

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2

-1-

27

26

8' SPECIAL STRENGTH PIPE INCLUDED IN THIS CONTRACT

N I85I023.97 E 6286859.79

- de

FLORIDA

MYRTLE AVE.

MLS.

HYDROSEED SLURRY MX COMPONENTS

. SEED MIX & LBS/ACRE INDICATED ABOVE.

NATURAL BOOD CELLULOSE FIBER MULCH (SLVA-FIBER OR APPROVED EQUAL) @
2000 LBS/ACRE .

ORGANIC SOIL STABILIZER /BINDER (ECOLOGY CONTROL M-BINDER OR APPROVED EQUAL) & 60 LBS/ACRE.

· FERTILIZER (38-0-010 50 LBS/ACRE.

@FERTILIZER (38-0-0) TRIPLE SUPER PHOSPHATE, #/ 192 SOL SULFUR. @ 200 LBS/ACRE. . WATER AS REQUIRED.

ALL HYDROSEEDING SHALL BE COMPLETED BETWEEN OCTOBER IS AND DECEMBER 3, UNLESS OTERMISE APPROVED BY THE PROJECT ENGINEER.

CERTIFICATION OF SEED PURITY AND GERMINATION PERCENTAGES FROM THE SUPPLIER, AND CERTIFICATION OF SLURRY MIX COMPONENTS FROM THE APPLICATOR, SHALL BE PROVIDED TO ASSUME COMPLIANCE BITH PLAN SPECIFICATIONS.



GAS

ARCHEOLOGICAL /PALEONTOLOGICAL MONITORING REQUIRED.

GIA

GEOR AVE.

500

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AS-BUILT

AC Water & Sewer Group 1025



FILMED FROM THE GRIGINAL MEST QUALIT COTAINABLE. EXCESSIVE GRAF BACHDOONE MAY CAUSE A POOR QUALITY AERHODICTION

SCALE: I' 40

STRI 4 RID/ ō Ē øð ш R AVEN MYRTLE

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